



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

JUL 2 10 10 AM '79

I.C.C.
FEE OPERATION DR.

June 28, 1979 No.

RECORDATION NO. 9927-WW Filed 1425

Date JUL 2 1979

Fee \$ 20.00

JUL 2 1979 - 10 15 AM

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

RE: Section 11303 Filing: Supplementary Rider No. 29
dated as of October 9, 1978, ("Lease") to Car Leasing
Agreement 0360-2 between North American Car Corporation
("Lessor") and Amoco Oil Company ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of December
16, 1978, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, Mail Code 4103, P. O. Box 8640A, Chicago, Illinois
60680 and assigned to Assignee, P.O. Box 8300, 260
Long Ridge Road, Stamford, Connecticut 06904. The Assignment
of Leases was recorded with the Interstate Commerce Commission
at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

*This one
is 9927-WW*

*9927-WW
C. D. [Signature]*

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 28, 1979
Page Two


Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *and a \$10.00 fee for requested cross-indexing value.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Amoco Oil Company.

If you have any questions, please contact me.

Very truly yours,


Harold Wong
Director
Railcar Administrative Services

enclosure

RECORDATION NO. 9927-21 Filed 1425

C E R T I F I C A T E

JUL 2 1979-10 15 AM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified,
true copy of Rider No. 29 to Car Leasing Agreement 0360-2
between North American Car Corporation and Amoco Oil Company
dated October 9, 1978, to the original of such Rider and that
this copy is a true and correct copy in all respects.

(SEAL)

Debra A. Kelly

My Commission Expires 2-23-83.

ICC Filecopy

9927-WW

RIDER NO. 29
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 0360-2

The cars described herein shall be subject to the terms and conditions of said Agreement during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Ten (10)	23,650 gallon capacity tank cars, exterior coiled, insulated, for shipment of Gasoline, Lube Oil & Toluene (NATX 77106 thru 77115)	\$452.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of $\frac{30,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 244.6 as was reported for March, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.


The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 9th day of October 1978.


ATTEST:


Assistant Secretary

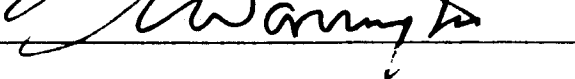
NORTH AMERICAN CAR CORPORATION

By 
Sr. Vice President

ATTEST:


WITNESS

AMOCO OIL COMPANY

By 

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL".

RIDER NO. 29
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 0360-2

STATE OF ILLINOIS)
 :
COUNTY OF COOK) ss.:

On this day of , 19 , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

STATE OF _____)
 : ss.:
COUNTY OF _____)

On this day of , 19 , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of , that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)